

§ 882.112

Section 3 of the Housing and Urban Development Act of 1968 and all rules, regulations and requirements issued pursuant thereto.

§ 882.112 Security and utility deposits.

(a) If at the time of the initial execution of the Lease the Owner wishes to collect a security deposit, the maximum amount shall be the greater of one month's Total Tenant Payment or \$50. However, this amount shall not exceed the maximum amount allowable under State or local law. For units leased in place, security deposits collected prior to the execution of a Contract which are in excess of this maximum amount do not have to be refunded until the Family vacates the unit subject to the lease terms. The Family is expected to pay security deposits and utility deposits from its resources and/or other public or private sources.

(b) If a Family vacates the unit, the Owner, subject to State and local law, may use the security deposit as reimbursement for any unpaid Tenant Rent or other amount which the Family owes under the Lease. If a Family vacates the unit owing no rent or other amount under the Lease consistent with State or local law or if such amount is less than the amount of the security deposit, the Owner shall refund the full amount or the unused balance to the Family.

(c) In those jurisdictions where interest is payable by the Owner on security deposits, the refunded amount shall include the amount of interest payable. The Owner shall comply with all State and local laws regarding interest payments on security deposits.

(d) If the security deposit is insufficient to reimburse the Owner for the unpaid Tenant Rent or other amounts which the Family owes under the Lease, or if the Owner did not collect a security deposit, the Owner may claim reimbursement from the PHA for an amount not to exceed the lesser of:

- (1) The amount owed the Owner, or
- (2) Two month's Contract Rent; minus, in either case, the greater of the security deposit actually collected or the amount of security deposit the Owner could have collected under the program (pursuant to paragraph (a) of

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this section). Any reimbursement under this section must be applied first toward any unpaid Tenant Rent due under the Lease and then to any other amounts owed. No reimbursement may be claimed for unpaid rent for the period after the Family vacates.

[43 FR 61246, Dec. 29, 1978, as amended at 44 FR 31176, May 31, 1979; 49 FR 19945, May 10, 1984]

§§ 882.113—882.117 [Reserved]

§ 882.118 Obligations of the Family.

(a) The family must:

(1) Supply such certification, release, information or documentation as the PHA or HUD determine to be necessary, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5), submission of Social Security Numbers and verifying documentation (as provided by 24 CFR part 5), submission of signed consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies (as provided by 24 CFR part 5), and submissions required for an annual or interim reexamination of family income and composition.

(2) Allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice.

(3) Notify the PHA before vacating the dwelling unit.

(4) In Related Lease Shared Housing, notify the Owner and PHA when one Family learns of the other Family's vacancy or prospective vacancy, in accordance with § 882.335(c)(1)(i).

(5) Use the dwelling unit (or, in the case of Shared Housing, the portion thereof) solely for residence by the Family, and as the Family's principal place of residence; and shall not assign the Lease or transfer the unit.

(b) The Family shall not:

(1) Own or have any interest in the dwelling unit (other than in a manufactured home assisted under subpart F of this part). If the Owner is a cooperative, the Family may be a member of the cooperative.

(2) Commit any fraud in connection with the Section 8 Existing Housing Program.